School District of Haverford Township
50 E. Eagle Road
Havertown, PA 19083
https://www.haverford.k12.pa.us/

REQUEST FOR PROPOSALS (RFP)
LEGAL SERVICES
Labor Relations Counsel

1. INTENT & BACKGROUND

School District of Haverford Township (the "District") is soliciting proposals from qualified licensed full service law firms to represent the District in the capacity of "Labor Relations Counsel" for labor relation matters and litigation, excluding litigation handled by the solicitor or attorneys selected by school district insurance carriers and other items as designated by the Administration.

The School District of Haverford Township is a suburban community encompassing 10 square miles located in southeastern Pennsylvania, bordering the city of Philadelphia. There are presently over 49,000 people residing in Haverford Township.

The School District of Haverford Township is comprised of seven schools: one high school, one middle school, five elementary schools, and a District service center and administration building. Approximately 6,454 students attend District schools. The School District of Haverford Township offers many opportunities for students in academics, art and music, service organizations, and athletics. Additional information may be obtained by visiting the District's website at www.haverfordsd.net.

2. QUALIFICATION REQUIREMENTS

The legal firm and such other attorneys retained by the District shall meet or exceed the following minimum qualifications:

2.1 The attorney or firm retained must be properly licensed to practice law in the Commonwealth of Pennsylvania.

2.2 Any attorney performing services for the District must be admitted to practice in all of the state courts and administrative agencies of the Commonwealth of Pennsylvania. The firm must also have an attorney admitted to Federal District Court for the Eastern District of Pennsylvania.

2.3 The attorney acting as labor relations counsel must have practiced law for a minimum of five (5) years; but this provision shall not be construed as prohibiting counsel or primary district contact from assigning work to any attorney in his/her firm who may have less than five (5) years' experience as an attorney.

2.5 Any attorney or firm performing services for the District must have demonstrable experience in most, if not all, of the following areas of public school law:

- Governance matters, including matters arising under the State Ethics Act, the Sunshine Act, the Public Records Act, Intergovernmental Cooperation Act, Local Government Unit Debt Act, the governance provisions of School Code, Roberts Rules of Order;

- Labor and employment laws, including laws relating to discrimination, labor negotiations, grievance and arbitration, and certification requirements;

- Student issues, including discipline, admissions, attendance, special education, student civil rights, Title IX, discrimination due to gender, and religion in public school;

- Insurance issues including risk management;

- Compliance with applicable federal and state educational statutes;

- If the firm is unable to provide service in an area identified above, state how the firm would provide consultative service from a secondary source.

3. SCOPE OF SERVICES

3.1 Selection and Appointment of Legal Counsel

3.1.a The District labor relations counsel may be a firm or individual practitioner.

3.1.b Prior to engagement, prospective legal counsel will be required to provide documentation of credentials, including:

- expertise in the area for which engaged;
- unique accomplishments/examples of excellence;
- positions of leadership in the field of education law;
- resumes of attorneys expected to provide services to the District;
- a list of current school district clients and the primary contact for each client;
- other relevant information; and
- the proposed engagement letter or contract.

3.1.c The primary criteria in selecting legal counsel will be the provision of the highest quality and cost effective services.

3.1.d In determining the provision of the highest quality services, the Board will focus on documentation of credentials provided by prospective legal counsel. As a result, legal firms should highlight key issues, strengths, and priorities from their perspective. Further, what information should the District be aware of that it may not know now?

3.1.e In determining the provision of cost effective services, the Board will focus on:

- reasonableness of total fee charged in relation to services rendered and results produced; and

- efforts or procedures to minimize overall costs by providing proactive or preventive services, recommending procedures that reduce attorney or administrator time spent on legal matters, use of paralegals where appropriate, collaboration with other attorneys in the same firm to avoid duplication of work and provide the best possible advice in the most efficient manner, and spreading costs on common issues among multiple clients.

3.2 The services that the District may require of legal counsel or other attorney retained by the District may include the following:

- Attending public school board meetings;
- Attending executive sessions;
- Issuing opinions letters;
- Preparing legal notices;
- Serving either as advisor to the Board or prosecuting attorney at school board hearings;
- Providing legal advice and recommendations with respect to any issues, including such matters as governance, finance, property, pupils, employees, liability, construction, debt issuance, litigation, contracts, civil rights, and applicable laws, regulations and ordinances;
- Working and cooperating with other legal counsel that may be retained by the District;
- Working and cooperating with other professionals retained by the District;
- Negotiating contracts or collective bargaining agreements;
- Performing such other services that may be requested from time-to-time by the District; and
- Representation at meeting and before the Board on school law matters, including, employee discipline, non-renewals, reduction-in-force, dismissal and expulsion hearings.
- If the firm is unable to provide service in an area identified above, state how the firm would provide consultative service from a secondary source.

4. TIMEFRAME

The successful legal firm will be expected to commence the provision of services on or about July 17, 2026 with reappointment to be determined on an annual basis. However, the District reserves the right to terminate the engagement at any time, without cause, with sixty (60) days prior notice.

5. PROPOSALS

5.1 Submission and Timeline

All proposals must be e-mailed to Linda Teodoro, Secretary to the Director of Business & Operations, at lteodoro@haverfordsd.net and must have RFP for Legal Services in the subject line.

- Questions regarding this RFP may be directed to Anthony R. Testa, Director of Business & Operations, by e-mail at atesta@haverfordsd.net by June 12, 2026
- Proposals are due no later than June 17, 2026 at 1:30 pm
- Submission review is planned from ~~July~~ June 17 – 26, 2026
- Selection of legal firm and notification is planned from June 29 – July 10, 2026
- Approval and appointment of selected legal firm is tentatively set for the July 16, 2026 board action meeting

All firms who are furnished a copy of this RFP, but who decide not to offer a Proposal to the District, are asked to submit a negative reply. Specific comments and observations are encouraged.

5.2 Submittal Letter

Respondents shall submit a cover letter, addressed to the Director of Business & Operations, signed by an authorized principal or agent of the law firm, which provides an overview of the respondent's offer, as well as the name, title, and phone number of the person to whom the District may direct questions concerning the proposal. The letter should also include a statement by the respondent accepting all terms and conditions contained in this RFP, signed by an officer or other individual with authority to bind the firm.

5.3 Experience

Respondents are to provide a summary of the firm's experience on similar types and sizes of engagements with emphasis on school Districts in the State of Pennsylvania, and detail on experience with public sector employment law, and education law. This summary must include your firm's experience in the areas of services described in Section 3, Scope of Services, provide detailed resumes of persons proposed to work directly with the District and indicate the level of responsibility of each person (professional staff only). Resumes are to include educational qualifications and previous work assignments that relate to this RFP. The primary attorney and the attorney who would normally attend the monthly Board of Directors' Action meeting and executive sessions is required to be named.

5.4 References

Legal firms must have a minimum of five years' experience in all areas of law specified in the Scope of Services. A minimum of three (3) school District client references, which encompass the areas outlined in this RFP, should be submitted. The client references must include the name of the organization, address, telephone number, individual contact person, contact person e-mail address, the dates services were performed, a description of the services provided, and the total legal spend each fiscal year for the past three (3) years.

5.5 Budget/Fee Proposal

All respondents are required to complete and submit a detailed itemized fee schedule and expected schedule of payment to perform all services. Suggested fee schedules could include blended hourly rates, straight hourly rates, retainers, flat fees, etc. Explain how is the suggested fee schedule the most cost effective way to serve the District. Each response may include the following for each year of the contract: (a) a single hourly rate for all partners and a separate single hourly rate for all associates; (b) an hourly rate for clerical, paralegal or other professional; and (c) a schedule of all out-of-pocket disbursements which you anticipate will result in a charge to the District, and the rate for each. Note that the District expects that these reimbursable charges will be charged at the firm's actual cost, without additional mark-up. The District is exempt from payment of excise taxes, transportation and sales taxes imposed by the Federal Government and/or State of Pennsylvania. Such taxes must not be included. List any expected changes to the fee proposal in the next three (3) years. The successful respondent must alert the District to fee schedule changes no later than December 31st of each year to become effective the following July 1st.

5.6 **Form of Contract**

The District intends to negotiate and enter into a contract with the most responsible respondent whose proposal is determined to be in the best interest of the District. The form of contract for any award made as a result of this proposal will be a District purchase order, referencing this RFP, which shall be considered as part of this contract. The amount will be based on the fees shown in this proposal, as modified if necessary during negotiations. If your firm will be requiring the District to sign an additional or separate contract, a copy of the proposed contract must be included with the proposal. In the event of a discrepancy between the firm's proposed contract and this RFP, the terms of this RFP shall govern.

6. EVALUATION AND AWARD

The following criteria will be used, without limitation and in no particular order of importance, in evaluating proposals and determining the most responsive legal firm:

- The legal firm's technical understanding of the scope of services and proposed professional services as evidenced by the proposal submitted;
- The background and experience of the legal firm in providing similar services as well as specific background, education, qualifications and relevant experience of key personnel to be assigned to this contract;
- Location of Firm's office;
- Proposed fees and costs, although the District is not bound to select the legal firm who proposes the lowest fees. The District reserves the right to negotiate fees with the selected legal firm;
- Information obtained by the District from firm's references or other clients; and
- Best interests of the District

Proposals in response to this RFP will be reviewed against the criteria listed above.

6.1 Selection Procedures

- The District intends to enter into a contract with the most responsible responsive legal firm whose proposal is determined to be in the best interest of the District.
- The District reserves the right to reject any or all proposals or part thereof for any reason, to negotiate changes to proposal terms, to waive minor inconsistencies with the RFP, and to negotiate a contract with the successful legal firm.
- The District will evaluate all responsive and responsible proposals based on the criteria enumerated in Section 6 as referenced above. The District may afford firms the opportunity to clarify proposals for the purpose of assuring a full understanding of their responsiveness to the RFP.

- The District may conduct an interview of the legal firms it judges to be the most qualified to perform the services required, based upon the criteria in this RFP. If so, legal firms will be notified in advance of the proposed interview date. Respondents are advised that the District reserves the right to award this contract solely on the basis of the submitted proposals.

6.2 Legal Fees and Other Charges

- Fees and other charges shall be as set forth in any engagement letter or contract approved by the school board.

- For matters as specifically agreed, legal counsel will render monthly bills for services and costs. Periodic bills should:

    - clearly identify each attorney or non-attorney (timekeeper) performing the services for each entry;

    - indicate the amount of time expended by each timekeeper (broken down by task if working on more than one matter);

    - provide sufficient detail to readily allow the District to determine the necessity for and reasonableness of the time expended and the services performed;

    - in summary form, indicate the current hourly rate of each timekeeper, the total time billed by each timekeeper, the product of the total time and hourly rate for each time keeper, and the total fee charged; and

    - provide a separate section detailing the expenses associated with the legal services and billed to the District.

    - As described earlier, legal counsel shall provide prior notice of increases in hourly rates of timekeepers expected to perform work for the District.

7. GENERAL REQUIREMENTS AND CONDITIONS

7.1 Insurance

- Commercial General Liability, including Contractual Liability Insurance, with limits not less than $1,000,000 per occurrence, $2,000,000 aggregate. All, if any, deductibles are the sole responsibility of the selected Provider to pay and/or indemnify.

- Professional Liability Insurance including errors and omissions with a limit of not less than $1,000,000 per occurrence and $2,000,000 aggregate. Any changes to the legal firm's policy or carrier from year to year will include "Full Prior Acts" coverage.

- The School District of Haverford Township Board of Education is included as an Additional Insured, ATIMA under the Commercial General Liability and Employer's Liability Insurance Policies. THE UNDERLINED WORDING MUST BE SHOWN IN THE SPACE PROVIDED FOR "COMMENTS" ON THE ACORD INSURANCE CERTIFICATE. (Additional Insured requirement is expressly waived for Workers' Compensation and Professional Liability coverage.)

- Each insurance coverage named above shall provide not less than a 30-day notice of cancellation to the District. All policies shall be on the occurrence form. Any and all exceptions shall be reviewed by the District's Director of Business Administration

- It is further agreed that the amount of insurance required herein does not, in any way, limit the liability of the legal firm by virtue of its promise to hold the District harmless so that in the event that any claims result in a settlement or judgment in any amount above the limits set in Paragraph 7.1 herein, the legal firm shall be liable to, or for the benefit of, the District for the excess.

- Insurance requirements and coverage may be reviewed from time to time during the term of this contract and all extensions and renewals hereof. The legal firm agrees to comply with any and all reasonable insurance requirements or modifications made by the District's Director of Business Administration.

- Cancellation or other termination of insurance policies required by this Agreement without immediate replacement thereof may be considered a default in the terms and conditions of this Agreement. The legal firm agrees that such default may be cured by procurement of insurance on behalf of legal firm, at the legal firm's expense, at District's option.

7.2 **Hold Harmless Agreement**

In addition to its obligation to provide insurance as specified above, the legal firm, their consultants, agents and assigns shall indemnify and hold harmless the School District of Haverford Township Board of Education, including but not limited to, its elected officials, its officers, and agents from any and all claims made against the District, including but not limited to, damages, awards, costs and reasonable attorney fees, to the extent any such claim directly and approximately results from the wrongful, willful or negligent performance of services by the legal firm during the firm's performance of its Agreement. The District agrees to give the legal firm prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

8. **CONFLICT OF INTEREST**

Respondents shall provide a statement that no conflict of interest exists in rendering service to and in representing the North Penn Board of Education.

9. **PRINCIPALS/COLLUSION**

By Submission of a proposal, the legal firm does declare that the only person or persons interested in this proposal as principal or principals is/are named therein and that no other person other than therein mentioned has any interest in this proposal or contract to be entered into; that this proposal is made without connection with any person, company or parties making a proposal, and that it is in all respects fair and in good faith without collusion or fraud.

10. **DISCIPLINARY ACTION**

Respondents shall provide a statement that no attorney affiliated with respondent has, within five years from the date of submission, been disciplined by the Grievance Committees of the State or Federal Bar.

11. AFFIRMATIVE ACTION STATEMENT

As a condition of doing business with the District, the legal firm must comply with all Federal laws, state statutes and executive orders pertaining non-discrimination. All respondents, as part of their submission, must complete and submit the enclosed Affirmative Action Statement.

12. ALTERNATIVES AND EXCEPTIONS

Only slight additions or changes would be expected to be negotiated with the successful legal firm in order to resolve any variances between the proposal and the final contract. Legal firm may submit alternate proposals or take exceptions to this RFP which deviate from the RFP; however, alternates and exceptions shall be clearly identified as such, and shall include a discussion of the purpose and benefits to such alternate/exception, and the District is not bound to accept them if it determines that they are not in the best interest of the District.

13. ADDITIONAL INFORMATION AND REVISION TO PROPOSALS

Information may be provided to potential respondents for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Prospective respondents shall be afforded fair and equal treatment with respect to access to additional information and revision of proposals.

School District of Haverford Township
50 E. Eagle Road
Havertown, PA 19083
www.haverfordsd.net

TO: All Vendors

FROM: Director of Business & Operations

RE: Affirmative Action

The School District of Haverford Township is an Equal Opportunity Employer. The Board of Education has made it a matter of policy that it will not transact business with firms which are not in compliance with all Federal and State Statutes and Executive Orders pertaining to non-discrimination.

In order to have your firm listed on our acceptable vendors list and thereby be eligible for consideration as a source for goods and services, please complete and return the following Statement of Policy to us.

STATEMENT OF POLICY

It is the employment policy of _____ that there shall be no discrimination against anyone on the grounds of race, creed, national origin, sex or age in the hiring, upgrading, demotions, recruitment, termination and selections for training.

In addition, this firm is in full compliance with the letter and intent of the various Equal Employment Opportunities and Civil Rights Statutes noted above.

_____ _____
Date Signed (Name/Title of Company Officer)

_____ _____
Telephone Street Address

_____
City/State/Zip Code